

## **REMARKS**

### **INTRODUCTION**

In accordance with the foregoing, the specification and claim 1, 3-11, and 13 have been amended. Claim 12 has been cancelled. Claims 1-11, 13, and 14 are pending and under consideration. No new matter is being presented, and approval and entry are respectfully requested.

### **THE PRESENT INVENTION**

According to the present invention, the salesman of a vehicle can prepare a commercial transaction document, such as an estimate, contract, or purchase order for a customer's remote review and negotiation. The customer can browse the prepared commercial transaction document in **real-time** by using the user terminal. Thus, the salesman and the customer can view the same document simultaneously, even if they are not co-located. Further, since the salesman and the customer are viewing the same document, if one party changes the document, the changes can be ascertained immediately by any other party viewing the document. Accordingly, a document such as an estimate, contract, or purchase order can be negotiated via real-time communication. Further, according to the present invention, both the salesman and the customer can access the storage media storing the commercial transaction document, and browse the document, at any time, adding to the convenience of the system.

### **THE PRIOR ART**

The cited reference, U.S. Patent No. 6,067,531 to Hoyt, et al., discloses a system for allowing users who are salespersons to make, check, and approve a contract document sequentially, as illustrated in Figures 4A, 4B, 4C, and 4D. According to the invention of Hoyt, et al., the customer can then review a printed (hard copy) of the contract document created by the salesperson. More specifically, Hoyt, et al. teaches that "[w]hen all required levels of approval have been obtained in block 413, a user in block 414 may obtain an executable copy of the contract 416 (e.g., by printing out a hard copy) and send it to the customer for review and/or execution in block 418." See *also* FIG. 4B. Thus, according to the teachings of Hoyt, et al., the customer's opportunities to review the document are extremely limited, and the customer is unable to make changes to the document himself or herself.

## REJECTION UNDER 35 U.S.C. §102

In the outstanding Office Action at pages 2-6, numbered items 2-16, the Examiner rejects claims 1-14 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,067,531 to Hoyt, et al. This rejection is traversed and reconsideration is requested.

Amended independent claim 1 is directed to "a remote negotiation apparatus which allows, before a sale of a vehicle, a first operation terminal used by a salesman of the vehicle and a second operation terminal used by a customer to do two-way communication and real-time remote negotiation through a communication environment." The apparatus includes "a control unit which displays a predetermined form corresponding to a commercial transaction document related to the sale on the first operation terminal" and "requests the salesman to input information necessary for preparing the commercial transaction document." The control unit also "stores the input information in a storage device" and "displays, on the second operation terminal, a commercial transaction document having the same contents as those of the commercial transaction document prepared by the salesman, on the basis of the information stored and updated in real-time." The commercial transaction document is either "an estimate, a contract, or a purchase order."

In item 1 on page 2 of the outstanding Office Action, the Examiner asserts that Hoyt, et al. teaches that the apparatus "displays on a second terminal used by the receiver a commercial transaction document prepared by the provider on the basis of the information contents of the commercial transaction document in the storage device in accordance with a browsing request from the receiver." Hoyt, et al., however, fails to teach or suggest that the commercial transaction document displayed to anyone other than the provider is updated in real-time. Thus, according to the teachings of Hoyt, et al., the document is displayed to someone other than the provider on the basis of whatever information is stored in the contract database at the time the database is accessed. If another user retrieves the contract while the first user is modifying the contract, the contract displayed to the second user will not be updated as the first user modifies the contract. In contrast, according to the present invention, a user can view a commercial transaction document, updated in real-time, as the document is modified. This enables, for example, a person who intends to purchase a vehicle to negotiate with a car salesman at a car dealership, without traveling to the dealership.

Further, FIG. 4D of Hoyt, et al. suggests that, according to the teachings of Hoyt, et al., the customer does not have access to an electronic version of the contract for viewing. Rather,

Hoyt, et al. teaches that the customer reviews and approves a paper contract document. Thus, the present invention provides a significant advantage over Hoyt, et al. in that the negotiation process can be carried out electronically and in real-time from the potential customer's computer, without the need to wait for printed contract documents.

For at least these reasons, Applicant respectfully submits that amended independent claim 1 patentably distinguishes over the prior art and, therefore, is in condition for allowance. Claims 2 through 11 depend, either directly or indirectly, from amended independent claim 1. Accordingly, Applicant respectfully submits that claims 2-11 patentably distinguish over the prior art for at least the same reasons as amended independent claim 1 and, therefore, claims 2-11 are also in condition for allowance.

Amended independent claim 13 recites features similar to those of amended independent claim 1. More specifically, it provides for a customer to electronically request and browse a commercial transaction document, which is updated in real-time, without the need to enter a car dealership or review paper contract documents. Claim 14 depends from amended independent claim 13. Accordingly, Applicant respectfully submits that claims 13 and 14 patentably distinguish over the prior art for reasons similar to amended independent claim 1 and, therefore, claims 13 and 14 are in condition for allowance.

## CONCLUSION

In accordance with the foregoing, it is respectfully submitted that all outstanding objections and rejections have been overcome and/or rendered moot. And further, that all pending claims patentably distinguish over the prior art. Thus, there being no further outstanding objections or rejections, the application is submitted as being in condition for allowance which action is earnestly solicited.

If the Examiner has any remaining issues to be addressed, it is believed that prosecution can be expedited by the Examiner contacting the undersigned attorney for a telephone interview to discuss resolution of such issues.

If there are any underpayments or overpayments of fees associated with the filing of this Amendment, please charge and/or credit the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: 16 March 2005

By:   
Allison Olenginski  
Registration No. 55,509

1201 New York Avenue, N.W.  
Suite 700  
Washington, D.C. 20005  
Telephone: (202) 434-1500  
Facsimile: (202) 434-1501